

# **Request for Proposals (RFP)**

**No. 15-500344**

**Website Redesign and Content Management System (CMS)  
Implementation Five (5) Year Multi-Year Contract**

**FOR**

**DEKALB COUNTY, GEORGIA**



Proposal Due Date & Time:  
Location:

June 10, 2015 at 3:00 p.m. EST  
Department of Purchasing and  
Contracting  
The Maloof Center  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, GA 30030  
Aquita M. Patillo  
[ampatillo@dekalbcountyga.gov](mailto:ampatillo@dekalbcountyga.gov)  
(404) 371-2248

Procurement Agent:



# **DeKalb County Department of Purchasing and Contracting Office of the Director**

---

May 7, 2015

**REQUEST FOR PROPOSAL (RFP) No.  
15-500344 FOR  
WEBSITE REDESIGN AND CONTENT MANAGEMENT SYSTEM  
(CMS) IMPLEMENTATION FIVE (5) YEAR MULTI-YEAR  
CONTRACT  
FOR DEKALB COUNTY, GEORGIA**

DeKalb County (the County) requests qualified, experienced and established firms with experience in Website Redesign and Content Management System (CMS) Implementation to submit proposals for a five (5) year multi-year agreement for the redesign and re-mask of the DeKalb County Government's Website.

## **I. INTRODUCTION**

- A. DeKalb County is seeking proposals from experienced website development companies who have experience with government or public sector customers to design, develop, implement and follow-through on post-implementation issues on its public facing, main website and ancillary websites. The County is seeking a strategic web development partner who is experienced in providing a dynamic Web CMS for government agencies which is either hosted externally or as Software as a Service (SaaS) installation. The selected firm(s) will work with County staff on improving services to the public in the most cost-efficient manner.
- B. The DeKalb County website is the communications resource for its citizens, visitors, potential residents, government officials and business leaders. The County is in the process of implementing a project that will identify and design a re-mask of the website.
- C. The purpose of this Request for Proposal (RFP) is to identify and select a vendor with a proven record of accomplishments in the planning, development, implementation, support, and possible hosting of government websites. The selected vendor must be capable of providing all services, including ongoing hosting, to implement a state-of-the-art website. In addition, the vendor must offer a robust content management system (CMS) that allows DeKalb County staff to easily update website content. The DeKalb County desires a single vendor for all services identified within the RFP.
- D. These changes will facilitate:
  - 1. Ease of use;
  - 2. Portray a consistent look and feel across the County for its departments;

3. Provide availability of information and support for residents; and
  4. Increase maneuverability for visitors, businesses, and other government entities.
- E. Refer to Attachment B, *Required Documents Checklist*, for a list of attachments that are to be completed and returned with Responder's technical proposal.

## II. EXISTING WEB INFRASTRUCTURE

- A. The County's primary web site, [www.dekalbcountyga.gov](http://www.dekalbcountyga.gov), has been online for just over 7 years (originally under [www.co.dekalb.ga.us](http://www.co.dekalb.ga.us)). The site provides a variety of static content, dynamic content, streaming video, online applications and secured payment processing.
- B. The DeKalb County websites are hosted internally and externally.
- C. Externally hosted sites are hosted by Verio and Godaddy.com; the hosted sites by Verio content is updated with Adobe Dreamweaver and transferred by ftp to host servers.
- D. All content hosted with Verio is static content. Verio hosts the county's main websites: [www.dekalbcountyga.gov](http://www.dekalbcountyga.gov) & [www.co.dekalb.ga.us](http://www.co.dekalb.ga.us)
1. The Verio platform is Linux/Apache site consist of approximately 1500 pages and 100 PDFs
  2. Godaddy host the following:
    - a. WordPress CMS platform- <http://www.planningdekalb.net/>
    - b. Content is updated with Adobe Dreamweaver and transferred by ftp to host servers-<http://www.dekalbwatershed.com/>
- E. The County host several sites in its data center. The sites reside on Windows 2008 & 2012 Servers and IIS on virtual server (VMWare) environment. Internally hosted sites are maintained by DeKalb County Department of Information Technology.

The platforms are:

1. Windows 2008/IIS 7
  2. Windows 2012/IIS 8
- F. Dynamic content and online applications are developed by the County's own programmers or are components of purchased business applications which are maintained by Information Technology. All database calls are made from the server, through the firewall, to Microsoft SQL Servers 2008 & 2012 database servers and Oracle database servers. The Communications Division runs the DCTV television station, which streams live content and archived content via Granicus cloud services.
- G. Payment transactions for construction permits, business licenses and class registration are handled through the following payment vendors:
1. Official Payment – Permits and Business Licenses – Hansen Portal.
  2. LexisNexis – Water/Sewer Billing, Sanitation Billing & Miscellaneous Billing.
  3. FivePoint Solution – Traffic Division/Recorders Court – Traffic Citation.
  4. Value Payment Systems – PayLocalGov.com – Tax Commissioner – Property tax payment
  5. ActiveNetworks – Parks & Recreation – On line Registration and Reservations

H. The county maintains approximately 500 pages and 50 PDFs on internally hosted sites. Internally sites have dynamic content – query Microsoft SQL and Oracle database.

1. Users or staff has the ability update on specific site content (upload PDFs) Internally there is web CMS – SiteCore that houses three sites currently:
  - a. <http://recorders.dekalbcountyga.gov/> -- Records Court
  - b. <http://human.dekalbcountyga.gov/> -- Human Development
  - c. <http://workdev.dekalbcountyga.gov/> -- DeKalb Workforce Development
2. Windows 2008/IIS 7
  - a. SQL 2008R2

### **III. STATEMENT OF WORK**

#### **A. Description of Services:**

1. The scope of services should include all software, hardware, training, and other services required to support the implementation, product support, and possible hosting of the new site. As a minimum, the vendor's services should include the following:
  - a. Design and configuration;
  - b. Interfaces to DeKalb County data/systems;
  - c. Implementation consulting;
  - d. Administrative and staff training;
  - e. Content migration and conversion;
  - f. Testing;
  - g. Documentation;
  - h. Project management; and
  - i. Reporting.
2. The new website [www.dekalbcountyga.gov](http://www.dekalbcountyga.gov) will be visually appealing and create a user-friendly environment. The website will be instituted and facilitated by a web content management system. The redesigned website must support the following:
  - a. E-government transactions, such as on-line form submittal,
  - b. Survey collection, data analysis, and
  - c. Streaming video and a variety of other activities.
3. The redesign website should have a theme that promotes DeKalb County with a friendly, welcoming and professional feel. Once completed the County will be responsible for content management and will own all content. Additionally, the website will become the property of the County.

#### **B. Deliverables:**

The deliverables for the redesign are as follows:

1. Propose a site design that presents the DeKalb County brand in an aesthetically pleasing, modern, positive and consistent manner.
2. Include site navigation that is user-centric and task-centric and incorporates current industry standards and best practices.
3. Incorporates responsive design and is platform neutral providing the user an effective experience regardless of the platform.
  - a. All website development for this project should be easily viewable from a desktop, tablet or mobile device of any manufacture.
  - b. The user experience should be similar across all devices, allowing for differences in device layout or requirements.
4. Provide more efficient Web-delivery of public information for use by stakeholders, constituents and the public.
5. Provide user-friendly portals.
6. Provide a browser independent responsive web site. Ensure that pages load on an average of 3.0 seconds or less.
7. Provide an ultimate Search Engine Optimization (SEO).
8. Implementation of HTML5 and CSS3 for all pages.
9. Where applicable, display content or entire pages from external URLs with an IFrame view, .Net, or other Bootstrap controls to keep the consistency of the responsive design.
10. Provide a user-friendly interface for content contributors that enforces adherence to guidelines, reduce the amount of time that Information Technology spends on maintaining the site content, includes an approval workflow, and is scalable to incorporate new technologies and trends as they develop.
11. Utilize Web 2.0 best practices.
12. Site themes and/or style sheets that maintain common look and feel throughout website.
13. Three (3) click rule: On average, a maximum of 2 clicks to achieve the ultimate destination.
14. Provide access to online payment.
15. Provide government-to-business access.
16. Provide government-to-citizen access.
17. Provide government-to-government access.
18. Provide current accurate information to visitors to the county web site
19. Consistent site look, feel and navigation across all sites.
20. Allows multiple nontechnical users the ability to manage their information in an easy and complete manner.
21. New site redesign can be incorporated into a Web Content Management System.
22. Incorporate module and components to facilitate county objectives.
23. Incorporate a language translating converter.
24. Promotes use of multi-media and multi-channel content.
25. Provide a secure site that meets emerging industry standard guidelines on privacy and accessibility including Section 508 Standards for Electronic and Information Technology and meet current ADA requirements.
26. Provide News and Event feeds.
27. Provide fully functionality, both viewing and editing, with the major browsers and operating systems (PC and Mac).
28. Selected vendor will coordinate the training of staff on the use and administration of the content management system, search utility and other knowledge transfer necessary for County staff to continue to maintain and enhance the web site once the project is finished.

29. Data and file migration from existing site, and integration into new site.  
Understanding that this RFP provides the County with the opportunity to restructure and update its content, the County has a significant investment in the existing content and files. Proposals should include the necessary process for migrating the data and files from the existing sites and content management system into any new CMS. This includes integrating the existing content into the new design, navigation structure, and site.
30. Provide a mobile device responsive website.
31. Ensure that web site is 508 complaints with current standards.
32. Utilize responsive design and function effectively on all devices (PC, tablets, and smartphones).
33. Easy site navigation.
34. Easy to maintain and support.
35. Site must display correctly in all major browsers.
36. Search is a predominant method of locating information on the site.

### **C. Web Content Management System:**

A web content management system (CMS) is a computer program that allows publishing, editing and modifying content; as well as maintenance from a central interface. The implementation of a web CMS for DeKalb County must support:

#### **1. Content Editor**

- a. WYSIWYG rich text editor
- b. Spell checker
- c. Grammar checker
- d. Ability to limit certain features of WYSIWYG editor to maintain common look and  
a. feel throughout the website.
- e. Content editors must produce ADA / 508 standards compliant content
- f. Content publisher control of associated meta data.
- g. Allows for direct copy-n-paste from MS-Word into the web editor with code  
a. cleanup provided

#### **2. Content Management**

- a. Ability to organize and manage uploaded documents and images.
- b. Ability to optimize uploaded pictures and graphic files for quickest page loading
- c. Interactive photo galleries to publish and display photo assets.
- d. Document galleries to organize and publish documents according to subject  
a. matter
- e. List module for creation and organization of logically related items into lists that can be shared on multiple pages but managed within single list  
b. Example list content: contacts and links.
- f. Ability to determine specify a publishing schedule for specific content
- g. Multi-lingual Content Integration with website content translation capabilities for at least five (5) languages.
- h. Site templates must support current ADA / 508 standards of compliance
- i. Newsletter Sign up
- j. Security/Authorization
- k. Ability to centrally add and manage users and specify access rights
- l. Ability to create groups with different access rights
- m. Ability to limit certain group members from specific content and content management functionality.
- n. Ability to manage logged in users
- o. Publishing Workflow with ability to customize by security group and user

- p. Audit trail and reports of changes to content within the CMS
- q. Support “breadcrumb” type navigation
- r. Provide the ability to create user-friendly (vanity) URLs
- s. CMS -- Supports multiple domain names
  - a. <http://www.dekalbpolice.com>
  - b. <http://www.planningdekalb.net>
  - c. <http://dekalbfirerescue.org>
  - d. <http://www.pdkairport.org>
  - e. <http://ONEDeKalb.com>

### **3. Navigation**

- 1. MEGA Drop Down Menus
- 2. Breadcrumb navigation
- 3. Secondary level navigation within specific content subject matter areas
- 4. Friendly URLs
- 5. Addition of external pages to navigation
- 6. Flexible navigation tools that facilitate management of common links across site
- 7. Ability to reorganize content to different sections of the website without manually changing content links.

### **4. Master Calendar Functionality**

- 1. Master calendar to share events, meetings, holidays, etc., that can be managed in a main calendar and shared across the website by content/subject matter category.
- 2. Ability to post news to a page or pages on the site. News should have ability to be automatically archived at a predefined time after publishing and scheduled to be published at a future date and time. News headlines should have option to be displayed on the homepage in an order defined by staff.
- 3. iCal links for users to add events to desktop calendar programs such as Outlook
- 4. Interactive maps of event locations
  - a. Google Maps
  - b. GIS interactive maps

### **5. Forms**

- 1. Standard contact forms
- 2. Ability to easily add custom forms to site pages and manage content produced by the forms
- 3. Surveys and ad hoc reporting

### **6. Additional Functionality**

- 1. “Share This” social networking site links for site visitors to share content on Facebook, Twitter, etc.
- 2. Integration with social networking websites, including the ability to selectively update Facebook, Twitter, Instagram and other social media networks with the content management system as staff updates the website.
- 3. CSS template features for viewing text only, printing, and mobile access versions of the site.
- 4. Integration with third party sites and services; third party tools, features and database should have the same look and feel as the county’s website and the links to third party websites should be integrated into site’s navigation:
  - a. Live streaming of County’s government TV Channel – DCTV23 and integration with Granicus, the County’s video streaming service for videos and county meetings
  - b. NeoGov -- Human resources and employment software
  - c. ActiveNetworks – Park and Recreation online registration
  - d. Digital Map Products(GIS mapping services)
  - e. DeKalb County OnLine Permitting Dynamic Portal – Hansen Portal
  - f. Pay Ticket Citations – Five Point Solution
  - g. Pay Property Taxes Online – Tax Commissioner
  - h. Pay Sanitation Commercial Bill -- CPAK

- i. Pay Sanitation Residential Recycling -- CPAK
- j. Pay Water and Sewer Bill -- CPAK
- b. Site should comply with all of Web Content Accessibility Guidelines, WCAG 2.0 (Minimum Level AA)
- c. A set of approximately 30 page template for displaying various type of page content
- d. Provide a framework and architecture that will permit future expansion and the addition of new online services as the County's budget, technology needs and demand dictate. The site architecture should be flexible to integrate new technology in the future.

#### **D. Completion Schedules:**

The work shall commence within ten (10) days from receipt of the Notice to Proceed. The contract shall be for a three hundred sixty-five (365) day term and shall automatically renew for four (4) additional three hundred sixty-five (365) day terms for a maximum, one thousand eight hundred twenty five (1,825) days, upon the same terms and conditions as provided in this Agreement. Successful Responder(s) shall not begin work until receipt of the Notice to Proceed.

#### **E. Performance and Quality Standards;**

The purpose of this Request for Proposal is to identify and select a vendor with a proven record of accomplishments in the planning, development, implementation, support, and possible hosting of government websites. The selected vendor must be capable of providing all services, including ongoing hosting, to implement a state-of-the-art website. In addition, the vendor must offer a robust content management system that allows the County's staff to easily update website content.

### **IV. PROPOSAL FORMAT**

Responders are required to submit their proposals in the following format:

#### **A. TECHNICAL PROPOSAL (NOTE: DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION.)**

Technical Proposals must be **typewritten** and submitted in a sealed envelope(s) or box(s) with the responder's name and "**Request for Proposals No. 15-500344 for Website Redesign and CMS Implementation**" on the outside of each envelope or box.

Responder shall complete Attachment C, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.

The successful responder shall provide all things necessary to deploy, manage, maintain, and support **Website Redesign and CMS Implementation** with the Department of Information Technology in DeKalb County, Georgia as described in Section III. Proposal Format, *Statement of Work*."



**1. Technical Approach:**

- a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
- b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project; and
- c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.

**2. Project Management:**

- a. Describe how the project will be organized and managed;
- b. Describe progress reporting procedures for the project;
- c. Include the anticipated use of subcontractors or vendors; and
- d. Describe the resources necessary to accomplish the purpose of the project.

**3. Personnel:**

- a. Identify and describe your company's management team.
- b. How long have they been with the company and what is their experience?
- c. Describe your internal professional staff available for development, training, implementation, technical and end user support services. Organize by discipline and the team's qualifications, experience, and geographic location.
- d. Describe special staffing resources available in the areas of overall website layout and graphic design, content authoring, systems integration, training and project management tasks.
- e. Describe the roles and qualifications of the key staff that will be assigned to this project. Provide resumes of essential staff assigned to perform services for this project.
- f. Identify the individuals who will be part of the project team;
- g. Include any outside personnel, such as subcontractors; and
- h. Provide detailed resumes of team members and subcontractors who will be directly working on the project.

**4. Organizational Qualifications:**

- a. Describe general characteristics that differentiate your company from others in the industry.
- b. Include any special advantages your services and system provide.
- c. Provide an overview of your company's history. Include information on firm size, number of employees, years in business, location of working office, and philosophy/mission of the company
- d. Provide information on current workload and how this project will be accomplished with staff.
- e. Explain your methodology regarding quality and cost control.
- f. Provide any partnerships you may have with other related disciplines such as photographers, graphic artists, etc.
- g. How many years has your company offered and hosted web content management solutions?
- h. How many years has your company offered a SaaS solution?
- i. Provide a description on the technology used to create your content management solution. Does your solution embed any other vendor's software?
- j. Are any third-party licenses required to implement your solution?

- k. Is your company funded by a venture capital firm? If so who/what is it?
- l. Demonstrate your company's financial stability/strength.
- m. What are your annual revenues? How much of annual revenue is SAAS solution vs. other services?
- n. Describe Responder's experience, capabilities and other qualifications for this project.
- o. How many years has Responder operated under current company name?
- p. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
- q. Include a financial statement for the last three (3) years.

**5. References:**

- a. Responders shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment E.
  - b. Responder shall identify all proposed subcontractors that will be performing work under the proposed contract, using the *Subcontractor Information Form* attached hereto as Attachment F.
  - c. Responder must provide three (3) references for each proposed subcontractor (LSBE and non-LSBE) for the type of work the subcontractor will be performing under the proposed subcontract using the *Reference and Release Form (Subcontractor)* attached hereto as Attachment F.
6. Responders should complete and submit with its firm's proposal, the *Responders Questionnaire* attached hereto as Attachment G.
7. Provide the following information: Are you a DeKalb County Firm? Yes/No.

**B. Local Small Business Enterprise Ordinance**

- 1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). See Attachment I of this RFP. The County's *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the Request for Proposal (RFP), along with sample report forms (Exhibit C). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.
- 2. For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at [PCAdmin-ops@dekalbcountyga.gov](mailto:PCAdmin-ops@dekalbcountyga.gov) or 404.371.7051.
- 3. In order for a Proposal to be considered, please submit the *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as*

*a Subcontractor or Provide Materials or Services* (Exhibit B) be completed and submitted with responder's proposal.

### C. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment M, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment J, be completed and submitted with responder's proposal.

### D. Ethics Rules

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for the CEO or an employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.

### E. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for **Request for Proposals No. 15-500344** for **Website Redesign and CMS Implementation** on the outside of the envelope.
2. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.
3. Responders are required to submit their costs on Attachment D, *Cost Proposal Form*. Responder **shall not** alter the cost proposal form.

## V. CRITERIA FOR EVALUATION

The following evaluation criteria will be used as the basis for the evaluation of proposals. The criteria are listed in order of importance.

A. Technical Approach and understanding	30 Points
B. Project Management	15 Points
C. Personnel	10 Points

D. Organizational Qualifications	15 Points
E. Cost	25 Points
F. References	5 Points
G. Local all Business Enterprise Participation	5 points (LSBE/MSA) 10 points (LSBE/DeKalb)
H. Interview (Optional)	10 Points

## VI. CONTRACT ADMINISTRATION

### A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment M), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

### B. Submittal Instructions

1. One (1) original Technical Proposal stamped "Original" and six (6) identical copies of the Technical Proposal; and one (1) copy of the Cost Proposal. Provide one (1) CD or Disc of the entire proposal. Save the Cost Proposal Forms as a separate file on the CD. Please label the CD with your firm's name and the proposal number to the following address no later than **3:00 p.m. on June 10, 2015**:

DeKalb County Department of Purchasing and Contracting The  
Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030

2. Proposals must be clearly identified on the outside of the envelope with the responder's name and "Request for Proposals No. 15-500344 for Website Redesign and CMS Implementation" on the outside of the envelope(s) or box(s).
3. It is the responsibility of each Responder to ensure that his submission is received by 3:00 p.m. on June 10, 2015. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responder should plan enough time to ensure that he will be able to deliver his submission prior to our deadline. Late proposals, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly.

### C. Pre-Proposal Conference and Site Visit

No pre-proposal conference or site visit will be held for this RFP.

#### **D. Questions**

Questions must be submitted to the Department of Purchasing and Contracting in writing via email to [amaptillo@dekalbcountyga.gov](mailto:amaptillo@dekalbcountyga.gov), no later than close of business on **May 20, 2015**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

#### **E. Acknowledgment of Addenda**

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged either in a cover letter or by signing and returning the Addendum form with your technical proposal. Acknowledgments must be received no later than the proposal due date. Responder may call Aquita M. Patillo, Procurement Agent, at 404.371.2248 or email at [amaptillo@dekalbga.gov](mailto:amaptillo@dekalbga.gov) to verify the number of addenda prior to submission. Failure to properly acknowledge any Addendum may result in a declaration of non-responsiveness by the County Administration. All addenda issued for this project may be found on DeKalb County's website, <http://www.dekalbcountyga.gov/purchasing/pc-formal-bids-&-rfps.html>.

#### **F. Proposal Duration**

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and should be so marked.

#### **G. Project Director/Contract Manager**

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

#### **H. Expenses of Preparing Responses to this RFP**

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

#### **I. Georgia Open Records Act**

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*, without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

#### **J. First Source Jobs Ordinance**

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400. Please complete the First Source Jobs Ordinance Acknowledgement (Attachment K) and include with your Technical Proposal.

#### **K. Preferred Employees**

Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor force consisting of Preferred Entry Level Employees selected from the First Source Registry and trained by a U.S. Department of Labor registered apprenticeship program. For information on Preferred Employees, please contact DeKalb County Workforce Development by telephone at 404.687.3400. Responder should complete the *Preferred Employee Tracking Form* attached to this RFP as Attachment L.

#### **L. Business License**

Responders shall submit a copy of their valid company business license upon award. If the Responder is a Georgia corporation, Responder shall submit a valid county or city business license. If the Responder is not a Georgia corporation, Responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If Responder holds a professional certification which is licensed by the state of Georgia, then Responder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Responder for the duration of the contract.

### **VII. AWARD OF CONTRACT**

- A. An evaluation committee will review and rate all proposals and may determine an interview list of the firms whose proposals are highest rated based on qualifications and information provided in Section IV, Proposal Format, and Section V, Criteria for Evaluation.
- B. Interview listed firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.
- C. The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

- D. After the award of the contract, Information Technology will appoint a contract manager to handle all issues pertaining to the awarded contract, including but not limited to, payment and invoice issues.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.**

Aquita M. Patillo  
Procurement Agent  
Department of Purchasing and  
Contracting

Attachment A:	Sample Websites
Attachment B:	Required Documents Checklist
Attachment C:	Proposal Cover Sheet
Attachment D:	Cost Proposal
Attachment E:	Reference and Release Form
Attachment F:	Subcontractor Information Form
Attachment G:	Reference and Release Form (Subcontractor)
Attachment H:	Responder's Questionnaire
Attachment I:	LSBE/MBE/WBE Opportunity Tracking Form
Attachment J:	Responder Affidavit
Attachment K:	First Source Jobs Ordinance
Attachment L:	Preferred Employee Tracking Form
Attachment M:	Sample County Contract with Federal Work Authorization Program

## **ATTACHMENT A**

### **SAMPLE WEBSITES**

The new website is planned to be hosted at [www.dekalbcountyga.gov](http://www.dekalbcountyga.gov) and [www.co.dekalb.ga.us](http://www.co.dekalb.ga.us). Consideration will be given to having the hosting provided by the successful vendor of this Request for Proposal (RFP). Below are examples of other sites that are considered similar to the current functional expectations.

(Examples of sites - no heavy animation, no flash content) Award winners of the best of web – digital government

1. <http://www.oakgov.com/Pages/home.aspx>
2. <http://www.wakegov.com/Pages/default.aspx>
3. <http://www.denvergov.org/>
4. <http://www.kingcounty.gov/>
5. <http://www.wakegov.com/Pages/default.aspx>
6. <http://dc.gov/>



## ATTACHMENT B

### REQUIRED DOCUMENTS CHECKLIST

Responder, please complete and submit the following documents with Responder's proposal. Attachment D, *Cost Proposal Form*, shall be submitted in a separate sealed envelope in accordance with the RFP. All other documents are to be submitted in Responder's Technical Proposal

Title	Proposal Page No.
Required Documents Checklist	
Proposal Cover Sheet	
Reference and Release Form	
Subcontractor Information Form	
Reference and Release Form (Subcontractor)	
Responder Questionnaire	
LSBE/MBE/WBE Opportunity Tracking Form	
Responder Affidavit	
Cost Proposal Form (Attachment D)	SEPARATE SEALED ENVELOPE
First Source Jobs Ordinance Acknowledgement	
Preferred Employee Tracking Form	
Business License, refer to the RFP, Section V(L) for specific business license requirements.	
Acknowledgements for all addenda issued to this RFP.	
Contract Exceptions (if any)	

**ATTACHMENT C****PROPOSAL COVER SHEET**

**NOTE:** Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 15-500344 – Website Redesign and CMS Implementation described herein will be received in the Purchasing &amp; Contracting Department, 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <b>June 10, 2015</b> until <u>3:00 p.m. (EST)</u>.</p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT D**  
**COST PROPOSAL FORM**  
(Consisting of 3 pages)

**RFP 15-500344**  
**WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM**

**Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 15-500344 - Website Redesign and CMS Implementation" clearly identified on the outside of the envelope.**

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Submitting Proposal:\_\_\_\_\_

Title of Contact Person:\_\_\_\_\_

Telephone Number:\_\_\_\_\_

Fax Number:\_\_\_\_\_

E-mail Address:\_\_\_\_\_

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Title of Contact Person

**ATTACHMENT D**  
**COST PROPOSAL FORM (cont.)**

**Responder:** State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for Website Redesign and CMS Implementation per year.

	Provide FIRM FIXED LUMP SUM AMOUNT for each year of the Agreement.	(State the TOTAL FIRM FIXED LUMP SUM amount for each year in writing on the corresponding lines below:
Year 1	\$	
Year 2	\$	
Year 3	\$	
Year 4	\$	
Year 5	\$	

**Total Five Year Cost:**

\$ \_\_\_\_\_  
(State the TOTAL FIVE YEAR FIRM FIXED LUMP SUM amount in writing on this line.)

\$ \_\_\_\_\_  
(State the TOTAL FIVE YEAR FIRM FIXED LUMP SUM amount in figures on this line.)

**ALTERNATE NO. 1:**

Provide the cost for 120 hours of technical and programmatic support hours to Information Technology staff for website design for each year.

		(Provide FIRM FIXED LUMP SUM AMOUNT for each year of the Agreement)
Year 1	120 Hours with Maintenance and Support	\$
Year 2	120 Hours with Support Only	\$
Year 3	120 Hours with Support Only	\$
Year 4	120 Hours with Support Only	\$
Year 5	120 Hours with Support Only	\$

\$ \_\_\_\_\_  
(State the total amount in writing on this line.)

\$ \_\_\_\_\_  
(State the total amount in figures on this line.)

**ATTACHMENT E**  
**REFERENCE AND RELEASE FORM**  
**RFP No. 15-500344**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ (Title) \_\_\_\_\_  
 (Authorized Signature of Responder)

Type or Print Name \_\_\_\_\_ Company Name \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT F**  
**RFP NO. 15-500344**

**SUBCONTRACTOR INFORMATION FORM**

The Responder shall identify all proposed subcontractors who will be performing work under the proposed Contract. The Responder certifies that the following individuals, firms or businesses will be hired or awarded subcontracts for the indicated portions of the Work in the event that the Responder is awarded the Contract.

**Please list all proposed Subcontractors below:**

1.TYPE OF WORK: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

2.TYPE OF WORK: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

3.TYPE OF WORK: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

4.TYPE OF WORK: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

**ATTACHMENT G**  
**REFERENCE AND RELEASE FORM (SUBCONTRACTOR)**  
**RFP No. 15-500344 for Website Redesign and CMS Implementation**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ (Title) \_\_\_\_\_  
 (Authorized Signature of Responder)

Type or Print Name \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_



## ATTACHMENT H

### Responders Questionnaires

Question	Vendor Response
Explain the Frequently Asked Questions (FAQ) functionality. Explain if/how FAQs can be designated for a sub-site and/or the entire site.	
Describe how your product accommodates various content types, such as text, HTML, PDF, MS-Word, XML, graphics, audio, rich media, etcetera) in terms of storage and management, and types natively supported.	
Explain how newsletter and email marketing communications are created and distributed via your solution. Explain any Customer Relationship Management (CRM) functionality your solution provides.	
Explain how your solution provides a visitor with a robust user experience regardless of the device used to access the site.	
Explain how your design incorporates the use of responsive design that includes, but is not limited to, the creation of responsive templates, creation of fluid grids, navigation redesign, taxonomy and site maps, and image adjustments.	
Briefly explain/demonstrate a typical web contributor experience while working with the built-in, out-of-the-box editor. Include how one would easily create a page and add/upload content items, links, multi-media items, perform quality checks, display content in a grid, preview content, work with navigation items (if authorized). Be sure to indicate if a wizard is available for the function.	
Briefly explain/demonstrate how a web contributor, working within the built-in, out-of-the-box editor would add more advanced content items such as a calendar item, or survey item, or add a FAQ, etcetera.	
Briefly explain/demonstrate how a person with proper authorization and training can create a survey, subscription, online form, calendar, and other enhanced functional items.	
Briefly explain/demonstrate the workflow process for content approval from both the web contributor and approver perspective. Be sure to include the various methods an approver can be notified/can see if an asset is awaiting approval.	
Briefly explain/demonstrate the typical approver experience	
Briefly explain/demonstrate the typical sub-site administrator experience. Focus on how that experience is different than a website administrator	
Is there a dashboard for web administrators? If so, please explain how it centralizes and simplifies a web administration	
What reporting is available? Please explain how it centralizes and simplifies a web administration. Be sure	

to include it your solution provides the ability to identify what roles and group an individual belongs to	
Briefly explain/demonstrate how role and group based permissions are created and granted.	
Briefly explain/demonstrate how the use of multi-channel communications (social media) is maximized. Reuse of content should be highlighted.	
Briefly explain the capabilities of your workflow functionality. Be sure to include any additional functionality that has not been requested. Be sure to include if/how notifications are customizable, the actions that can be assigned to a workflow, the content types that can be assigned to a workflow, if the workflow can be extended through scripted events or through an application program interface (API).	
Briefly explain the form functionality your solution offers. Be sure to address what functionality is included out-of-the box, if/how forms can be categorized, if future and expiration publishing dates can be attached, if forms can be customized to accept and process online payments, method by which form data is stored and exported.	
Ability to manage subscriptions	
Ability to integrate with YouTube, Facebook, Twitter (social media)	
Cite commonly used third-party plug-ins/tools/application used with your CMS solution and cite examples of how the third- party functionality is integrated.	
Explain your recommendation on what and how content should be migrated.	
Explain how your solution provides the ability to incorporate and aggregate content from external sources such as web services, XML, RSS feeds, GIS, etc. Briefly describe the available web services that can interact with external applications.	
Briefly describe how your CMS solution can be integrated with 3rd party search engines (e.g. Google Custom Search, etcetera)	
What unique functionality or features does your solution offer that you have not had an opportunity to bring to our attention?	
Briefly explain how a site administrator can create a new page template.	
Describe your product management strategy. How is this communicated to customers and how often?	
Please provide your product road-map and strategy for the next 18 months for all products included in your proposal.	
How do you accommodate customer requirements into your product strategy?	

Briefly describe how your proposed design address -- consistently presents the DeKalb County Government brand in an aesthetically pleasing, positive and consistent manner via the use of your proposed design elements – color scheme, font selection, and etcetera	
Briefly describe how your proposed design address -- Displays access to DeKalb County social media channels on the home page and on every page for visitor use?	
Briefly describe how your proposed design address -- Prominently displays search on the home page and on every page for visitor use?	
Briefly describe how your proposed design address -- Allows visitors to quickly navigate to desired content?	
Describe the design services that are included as part of your standard implementation.	
Explain how your design incorporates the use of responsive design that includes, but is not limited to, the creation of responsive templates, creation of fluid grids, navigation redesign, taxonomy and site maps, and image adjustments.	
Briefly explain/demonstrate a typical web contributor experience while working with the built-in, out-of-the-box editor. Include how one would easily create a page and add/upload content items, links, multi-media items, perform quality checks, display content in a grid, preview content, work with navigation items (if authorized). Be sure to indicate if a wizard is available for the function	
Briefly explain/demonstrate how a web contributor, working within the built-in, out-of-the-box editor would add more advanced content items such as a calendar item, or survey item, or add a FAQ, etcetera.	
Briefly explain/demonstrate how a person with proper authorization and training can create a survey, subscription, online form, calendar, and other enhanced functional items.	
Briefly explain/demonstrate the workflow process for content approval from both the web contributor and approver perspective. Be sure to include the various methods an approver can be notified/can see if an asset is awaiting approval.	
Briefly explain/demonstrate the typical approver experience	
Briefly explain/demonstrate the typical sub-site administrator experience. Focus on how that experience is different than a website administrator.	
Is there a dashboard for web administrators? If so, please explain how it centralizes and simplifies a web administration.	
Briefly explain/demonstrate how role and group based permissions are created and granted.	

Who is the hosting provider and where are their data centers located? Please indicate which locations are primary and which are secondary.	
Please describe your technology platform including hardware, software, operating systems and storage.	
Please provide the architecture diagrams for all layers of your solution: <ul style="list-style-type: none"> <li>• Business Layer</li> <li>• Application Layer</li> <li>• Integration Layer</li> <li>• Data Layer</li> <li>• Virtualization Layer</li> <li>• Infrastructure Layer</li> </ul>	
Please list the dates and durations of all outages during the past three years	
What is the guaranteed bandwidth available to our website?	
Please describe your ability to scale your processing capacity. How long does it take to implement more processing capacity?	
Please list the uptime availability of your SAAS implementations for 2014	
Please list the number of environments provided in your proposal and how content is migrated between them.	
Describe how your company will provide initial training for the County's appointed content users. In addition, describe how you will provide on-going support by job title, including project management, development, help desk support and training as separate items. Preference will be given to vendors that provide support as an unlimited part of ongoing services, within reason, rather than a pay-per-use system that discourages customer questions and interaction.	

## General Functional Requirements

#	Requirements	Yes/No
2	Provide Emergency related alerts on home page and selected departmental	
Please answer the Yes/No questions to tell us if you are able to provide the following General Functional Requirements:		
	Calendar	
3	Provide built-in tool to easily create on-line form with associated workflow and capture submitted information?	
4	Provide built-in tool to easily capture survey and /or opinion polls and complaint submission and capture submitted data	
5	Provide the ability to organize, manage and archive bid postings	
6	Provide the ability to easily translate web page content various language and provide the visitor a drop-down to select his/her preferred language?	
7	Provide the ability for online payment for county services	
8	Provide a preview of a web page in multiple display formats while editing before the page is published?	
9	Provide built-in search capabilities for visitors and user?	
10	The ability to directly post messages to social sites (Facebook, Twitter, Google+, and other share sites)?	
11	Provide role base access and authentication?	
12	Allow content creators to indicate if information should roll up from a sub-site to the home page for a specific period of time?	
13	Provide built-in functionality to centrally manage core county metadata that can be displayed on all pages(Building location, phone number, contact person)	
14	Provide the ability to easily hide or display hidden pages?	
15	Provide the ability to future schedule changes and expire content?	
16	Provide built-in functionality to create page template.	
<b>Web Editor Functionality</b>		
1	Spell Check?	
2	Grammar Check?	
3	What-You-See-Is-What-You-Get(WYSIWYG) Editor	
4	Accessibility(ADA) Assessment 508 Compliance	
5	A 'Find and Replace' function for text or link repeated on multiple pages?	
6	Enforce adherence to established standards. – Format page headings to designated font size, color and type?	
7	Allow for direct editing of HTML?	
8	Provide ability to enter future publish date and expiration date?	
9	Accommodate copy and paste from Microsoft Excel, Word and other office productivity applications and offering the option to strip out formatting?	
10	Allow for archiving and roll-back of web pages for a designated period of time?	
<b>Out of the box functionality</b>		
1	Interactive calendars	
2	User registration and profile management	
3	Subscription and alert based notification	
4	E-newsletter	
5	Central event Calendar	
6	Vendor request for proposal and bid management	

#	Requirements	Yes/No
<b>Content Management</b>		
1	Allow a user to create a web page based on pre-created page templates?	
2	Enforces style guidelines adherence for font size, color etc. for headings, body text, etcetera	
3	Automatically creates and updates a sitemap and on-page breadcrumbs when content is added, edited or removed from the site?	
4	While using the web editor, a user can assess the page quality –spelling, grammar, broken links, images not displaying, missing search engine optimization (SEO) elements, and etcetera?	
5	Provide the ability to create user-friendly (vanity) URLs?	
6	Provide the ability to create an automated breadcrumb trail?	
7	Provides the capability to automatically generate and update a “site map” for each web site?	
8	Allows for limiting the types and/or sizes of assets that can be uploaded?	
9	Allows for limiting the types and/or sizes of assets that can be edited?	
10	Allows for global asset size limitation based on type?	
11	Provides the ability to designate if a calendar event is a single or recurring event, with options for daily, weekly, monthly or annual recurrences?	
12	Allows for images and videos to be associated with calendar items?	
13	Allows visitors to view calendar events by a list of events, a week view, or a month view?	
14	Multi-lingual Content Integration with website content translation capabilities for at least five (5) languages	
15	Ability to determine specify a publishing schedule for specific content.	
16	Ability to optimize uploaded pictures and graphic files for quickest page loading.	
17	Document galleries to organize and publish documents according to subject matter.	
18	Interactive photo galleries to publish and display photo assets.	
19	Allow for frequently asked questions (FAQs) to “roll-up” from sub-sites to the organizational FAQ?	
20	Provide built-in tool to easily create on-line forms with an associated workflow and capture submitted information?	
21	Provide built-in tool to easily create surveys and/or opinion polls and complaint submission and capture submitted data?	
22	Provide the ability to organize and manage bid postings?	
23	Provide the ability for online payment for County services?	



Please answer the questions to tell us if you are able to provide the following Web Site Design Requirements:

#	Requirements	<u>Mandatory</u> <u>Desired</u> <u>Optional</u>	<u>Comply</u> <u>Yes</u> <u>No</u> <u>Partial</u>	Vendor Comments/Solution
1	Conform to current ADA, Section 508 accessibility standards to be better than 70% compliant current standards.	M		
2	Provide uniformity of design that is visually appealing, intuitive, and easy to use.	M		
3	Provide features and functionality that exist on current website (Vendors are strongly encouraged to carefully review the DeKalb County Gov't's existing web presence).	M		
4	Provide the ability for departments to have the flexibility to differentiate their pages from the DeKalb County Gov't's primary home page without compromising the consistent look and feel of the overall site.	M		
5	Provide a citizen-centric navigation scheme that improves the ability for users to quickly find and navigate to desired services or information.	M		
6	Provide the capability for selected pages (i.e. DeKalb County Gov't's home page and selected department-level home pages) to display a "slideshow" or "slider" where fresh pictures are displayed frequently.	M		
7	Provide seasonal photography or multiple banners that can be quickly and easily be changed by DeKalb County Gov't trained staff.	D		
8	Provide users an easy to use site search capability (i.e. Google or similar look and feel and functionality preferred) that prioritizes and places the most relevant and recent content at the top of the search results	M		
9	Provide a site map feature that auto updates to reflect any site adds/changes/deletions.	M		

10	Ensure site accommodates various screen resolutions and sizes such that any device can effectively use the site.	M		
11	Provide consistent dropdown menus on all pages, with the ability for DeKalb County Gov't trained staff to change the menus as needed.	M		
12	Provide user with a printer-friendly page capability on every site page.	M		
13	Provide a CMS solution that stores data and information in a relational database system.	M		
14	Provide a solution that eliminates or minimizes the potential for duplicate documents, forms, and other material as various pages are updated.	D		
15	Support all major operating systems (i.e. Windows, Apple, iPhone, Android, etc.) and current versions of commonly used browsers (e.g. Internet Explorer, Safari, Firefox, and Chrome).	M		
16	Provide seamless access to the website from all major mobile devices (i.e. iPhones, iPads, Android phones, tablets, etc.) so that pages render efficiently so they are easy to view and navigate regardless of screen size.	M		
17	Provide integration to social media and networking (i.e. Twitter, Facebook, Flickr, YouTube, Instagram, Nixle, etc.) sites.	M		
18	Provide the ability to display rotating or scrolling banners with associated hyperlinks.	D		
19	Provide support for content and/or pages based subscription capabilities such as Rich Site Summary (RSS).	M		
20	Provide the tools and capabilities to support DeKalb County Gov't created and supported blog(s).	D		



21	Provide ability to control access to selected site pages through user ID and password.	M		
22	Provide a robust calendaring solution to support a county wide master calendar and department level sub-calendars that include events, meetings, holidays, etc. The calendars should allow management from a main calendar and allow for sharing across the website by content/subject matter category.	M		
23	Provide capability for DeKalb County Gov't trained staff to create and manage a news message ticker board.	D		
24	Provide site usage and other statistics to allow the DeKalb County Gov't to analyze and optimize the site based on user behaviors.	M		
25	Provide measures that prevent security breaches and access to confidential data collected and stored. In addition, provide immediate notification of any known or suspected breach and follow on investigation to assess breach and implement changes to remove risk.	M		
26	Provide "breadcrumb" or similar navigation aids to aid users in site usage.	M		
27	Provide solution that allows users to download calendar event information directly to their devices (i.e. iCal, Outlook, etc.).	D		

28	<p>Provide the ability to link to other DeKalb County Gov't pages and systems, external webpages, and outsourced e-commerce servers from any page within the site, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Live streaming of county's government TV Channel – DCTV23 and integration with Granicus, the county's video streaming service for videos and county meetings</li> <li>• NeoGov – Human resources and employment software</li> <li>• ActiveNetworks – Park and Recreation online registration</li> <li>• Digital Map Products(GIS mapping services)</li> </ul>	D		
29	Provide common or quick links on the home page.	M		
33	Provide the ability to manage current news, events notifications, and other important information on the home page.	M		
34	Provide a forms/survey solution that allows DeKalb County Gov't trained staff to easily create forms/surveys, manage the data collected from forms/surveys by allowing export into Excel or database formats.	M		
35	Provide automated notification capabilities when visitors complete forms or other activities (e.g. job interest, contact us, etc.).	D		
36	Provide a solution that meets or exceeds the capabilities of the current site's <u>CodeRED</u> solution that allows the public to subscribe to mailing or notification lists.	M		

37	Provide a service request solution that allows citizens/businesses to submit service requests securely along with a photo (or other appropriate attachment types). The solution should include. Appropriate workflow, a feature to allow the submitter as well as staff to check the status of the request, a reporting tool, and an alert/notification system to allow for a paperless management of requests. Staff responses to service requests should include the ability to attach documents as required.	D		
38	Provide support/maintenance on all services for two years following implementation (desired) or one year (mandatory).	M		
39	Provide telephone support with a two hour response from 7 AM – 6 PM EST Monday through Friday.	D		
40	Provide emergency telephone support with 4 hour response from 5:01 PM to 6:59 AM EST Monday – Friday and on weekends and holidays. (Please state the holidays recognized by your firm.)	D		
41	Provide the features and functions to support online procurements and solicitations to include the following capabilities: ability to post Request for Proposals (RFPs), Requests for Qualifications (RFQs) and other bid requests; allow vendors to register as a prospective bidder; provide ability for vendors to submit questions and receive answers; and ability to accept proposals electronically.	D		
42	Provide the features and functions to support ability to archive Request for Proposals (RFPs), Requests for Qualifications (RFQs) and other bid requests after a specified time period.	D		
43	Provide innovative ideas and recommendations for maximizing the DeKalb County Gov't's web presence. Please provide additional recommendations that may not be covered in the prior requirements.	D		

44	Please provide the cost for 120 hours of technical and programmatic support hours to Information Technology staff.	M		
----	--	---	--	--

#	Requirements	<u>M</u> andatory Desired <u>O</u> ptional	Comply? <u>Y</u> es, <u>N</u> o, <u>P</u> artial	Vendor Comments/Solution
1	Provide a comprehensive “full function”, easy to use solution that includes, but is not limited to, template creation, security and approval levels, WYSIWYG content editor, versioning, content scheduling, etc. Use of the CMS should not require users to know HTML, CSS, XML, XSL, etc.	M		
2	Provide the ability to update content automatically upon approval of edited pages.	M		
3	Provide ability for County staff to both edit and approve content (through an agreed upon workflow and based on user rights) for their assigned areas of responsibility.	M		
4	Ensure that deleted pages will not be accessible via search.	M		
5	Provide the ability during editing to resize pictures proportionately once downloaded	M		
6	Provide comprehensive training and user help documentation.	M		
7	Provide spell-check and grammar correction functionality.	M		
8	Provide the ability to post multiple file types on web pages for viewing and/or downloading (e.g. xls, .tif, .bmp, .jpg, .gif, etc.).	M		

9	Provide ability to upload content to enable the public to view video, listen to audio, and/or view photo galleries.	M		
10	Provide staff the flexibility to determine size and position of page features such as photographs.	M		
11	Provide comprehensive site usage statistics in format that can be easily understood by staff to understand how to improve site effectiveness	M		
12	Provide solution that supports replicating navigation and menu changes to all related pages automatically with no additional data	M		
13	Provide the ability for staff to add, change, and/or delete links between pages and/or to other websites as needed.	M		
14	Support use of the CMS with Microsoft or Apple operating platforms and IE, Firefox, Chrome, Safari and other common browsers now and in	M		
15	Provide training for site administrators and content contributors.	M		
16	Provide ability to access the CMS from the Internet.	M		
17	Provide the ability to archive outdated documents and images.	D		
18	Support the optimization of pictures and graphic files for quickest page loading.	M		
19	Provide the capability to create and manage document libraries/galleries to support organizing and publishing documents according to subject matter.	D		

20	Ability to specify a publishing schedule for specific content.	D		
21	Support the versioning and indexing of content to meet legal and policy-based records retention.	M		
22	Ability to support multi-lingual content integration with website content translation capabilities for at least five (5) languages.	M		
23	Ability to reorganize content to different sections of the website without changing content links.	M		
24	Ability to allow third party applets such as widgets to extend the functionality of the site.	D		
25	Ability to upload multimedia files (audio and video) files to website.	M		
26	Provide a solution that saves user work such that if user timeouts or is disconnected from the solution content that has already been entered is saved in a draft format.	M		
27	Provide ongoing training tools for new County users or as a refresher to existing users.	M		
28	Provide telephone support with a 4 hour response from 8 AM – 5 PM PST Monday through Friday.	M		
29	Provide emergency telephone support with 4 hour response from 5:00 PM to 8:00 AM PST Monday – Friday and on weekends and holidays.	M		

30	<p>Ability to manage additional county websites/Sub sites including but not limited to:</p> <ul style="list-style-type: none"> <li>➤ PDK Airport</li> <li>➤ DeKalb County WaterShed</li> <li>➤ ONEDeKalb</li> <li>➤ Human Development</li> <li>➤ Workforce Development</li> <li>➤ Planning and Sustainability</li> </ul>	D		
31	Ability to schedule system to automatically add/update/delete content upon approval of edited page and schedule	M		
32	Ability to map (alias) key pages to English-based URLs for marketing purposes and ease of access (e.g. <a href="http://redwoodcity.org/building">http://redwoodcity.org/building</a> would be the link to the Building Division webpage, regardless of the actual page name in the CMS.). A minimum of fifty (50) such URLs shall be provided.	D		
33	Support the posting of maps and allow dynamic linking to the County GIS website or Google Maps.	D		
34	Provide comprehensive audit capability to see who is modifying what and when.	M		
35	Provide training for site administrators and content contributors.	M		
36	Provide the ability to archive outdated documents and images	M		



37	Support for versioning and indexing of content to meet legal and policy-based Records Retention and Retrieval requirements	M		
38	Ability to apply customized look and feel within different departments/services while maintaining global navigation and website common look and feel.	M		
39	The CMS handles version control that allows a page, section or the whole website to be rolled back to a previous revision or point in time.	M		
40	The CMS handles file storage to maintain historical, existing and future records, press releases and with version control.	D		
41	Ability to add, change, and/or delete links between pages and/or to other websites as needed, with no vendor intervention required.	M		
42	Allow CMS to be accessible via external access - outside of our internal network.	M		
43	URL's should be meaningful for better bookmarking and search engine use. Example: <a href="http://www.rwc.org/council/members.html">http://www.rwc.org/council/members.html</a> is preferred to <a href="http://www.rwc.org/index.asp?sid=23939">http://www.rwc.org/index.asp?sid=23939</a>	M		
44	Custom Favicon	M		
45	A feature like "How do I?" or quick links to allow users to quickly find popular topics.	D		
46	The website uses images that are copyright clear or owned by DeKalb County Government.	M		

47	Ability to interface or integrate with DeKalb County Government previously identified systems.	M		
48	Allow citizens to submit calendar events for approval by DeKalb County Government staff.	D		
49	Support "breadcrumb" type navigation	M		
50	Provide measures that prevent security breaches and access to confidential data collected and stored. The security methods of the website can withstand security attacks including, but not limited to, Cross Site Scripting (XSS), Cross Site Request Forgeries (CSRF), and SQL Injection. In addition, provide immediate notification of any known or suspected breach and follow on investigation to assess breach and implement changes to remove risk.	M		
51	Ability to embed content from social media site directly into website. Examples: Twitter Feeds, Pinterest Boards, MindMixer, etc.	D		
52	Robust site usage and statistics tracking (to the page level) to allow the DeKalb County Government to analyze how the public is using the website	M		
53	Ability to activate a banner at the top of all pages to alert citizens in case of breaking news or disaster.	D		
54	Implement best practices to secure and harden recommended web content management system solution.	M		

## Web Hosting

Please answer the questions to tell us if you are able to provide the following Web Hosting Requirements:

Item #	Description	Mandatory, Desirable, Optional	Comply? Yes, No, Partial	Vendor Comment / Solution
1	Provide hosted website in secure, state-of-the-art data center.	M		
2	Provide hosted website in vendor owned and operated data center. If not, please identify 3 <sup>rd</sup> party that is providing the hosting.	M		
3	Host website in redundant facilities in the event the primary facility is inaccessible from the internet.	D		
4	Provide hosted website in SAS-70 facility	M		
5	Provide hosted website on high availability hardware (i.e. virtualization)	M		
6	Provide hosted website in data center located within Georgia	D		
7	Provide hosted website in data center located outside the 50 year flood plain	D		
8	Provide hosted website in data center located at least 50 miles from all known earthquake fault lines	D		
9	Provide website access on a 24X7 basis with 99.99% uptime. If not, please provide clear description of guarantee availability.	M		
10	Maintenance/downtime scheduled outside of normal business hours, with at least 2 weeks advance notice to County. If not, please provide clear description of process for scheduling downtime and notifying County	M		
11	Technical support for system outages responds to priority service calls 24 x 7 with 2 hours guaranteed response time	M		

## Web Hosting

12	Site monitored for outages 24 x 7	M		
13	Provide County access to separate development and production environments.	D		
14	Ensure full system backups and provide recovery services to minimize impact to the County.	M		
15	Provide access to manage county DNS information including but not limited to: A-Records, CName Records & MX Records	M		
16	All hardware must harden against intrusion from external sources( implementing advanced security measures that are put in place during the server hardening process)	M		

**ATTACHMENT I**

**LSBE/MBE/WBE OPPORTUNITY TRACKING FORM**  
**WITH EXHIBITS A THROUGH D**

# **SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

## **PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE**

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as Exhibit "A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with Exhibit "A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to complete and submit the notarized Schedule of LSBE Participation will result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit C.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached “Exhibit A,” also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

**“EXHIBIT A”**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below:

PRIME BIDDER/PROPOSER \_\_\_\_\_ SOLICITATION NUMBER: RFP No. 15-500344

TITLE OF UNIT OF WORK – Website Redesign and CMS Implementation

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
\_\_\_\_ LSBE-DeKalb      \_\_\_\_ LSBE-MSA                      \_\_\_\_ MBE                      \_\_\_\_ WBE.
2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: \_\_\_\_\_.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE                      or                      WBE                      joint                      venture                      firm.  
\_\_\_\_\_  
\_\_\_\_\_
4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Copy the following page and list additional subcontractors, if necessary. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as Exhibit “B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	



Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
5.			Efforts were made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other

			governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

Please explain all “no” answers above (by number):

---



---



---



---

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Contract Compliance Division at 404.371.7051. A copy of the list of LSBEs certified by the DeKalb County, Purchasing and Contracting Department, Contract Compliance Division is available on our website at <http://www.dekalbcountyga.gov/>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE  
SCHEDULE OF PARTICIPATION  
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

**Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

**1. Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

---

Firm's Officer:

---

(Authorized Signature and Title Required)	Date
---	------

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ .

---

Notary Public

My Commission

Expires: \_\_\_\_\_

**“EXHIBIT B”**  
**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**  
**PROVIDING MATERIALS OR SERVICES**

**Instructions:**

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
3. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

**To:** \_\_\_\_\_  
(Name of Prime Contractor Firm)

**From:** \_\_\_\_\_ **D LSBE –DeKalb D LSBE –MSA D MBE D WBE**  
(Name of Subcontractor Firm) (Check all that apply)

**RFP Number:** 15-500344

**Project Name:** Website Redesign and CMS Implementation

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award

**Prime Contractor**

**Sub-contractor**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



### PIUME CONTRACTOR LSBE UTILIZATION REPORT

Please complete a separate form for each contract

This report must be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (Schedule D values/payment application) to the Contract Compliance Division. Failure to comply may result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PIUME CONTRACTOR		Contract Award Amount	Complete to Date
Name:			
Address:			
Telephone 1/:		Fax #	Email

<b>REPORTING PERIOD:</b> (From - To)
<b>PROJECT NAME:</b>
<b>ITB/RFP NUMBER:</b>
<b>CONTRACT NUMBER:</b>
<b>PROJECT LOCATION:</b>

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION : \$  
 AMOUNT OF UTILIZATION THIS PERIOD: \$  
 TOTAL AMOUNT REQUESTED TO DATE: \$  
 SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: \_\_\_\_\_  
(Signature)

(Printed Name)

Date: \_\_\_\_\_

Return Completed Form to:  
 Contract Compliance Division, DeKalb County Purchasing and Contracting  
 1300 Commercial Drive 2nd Floor, Decatur, Georgia 30030  
 404-371-4795(phone)404-371-2511 (fax)

Exhibit C  
(consisting of 2 pages)



**LSBE SUB-CONTRACTOR REPORT**

Please complete a separate form for each contract.

This report must be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments to the Contract Compliance Division. Failure to comply may result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

<b>SUB - CONTRACTOR</b>		<b>Sub-Contract Award Amount</b>	<b>% Completed to Date</b>
Name :			
Address:			
Telephone II:		Fax#	Email

PRIME CONTRACTOR:	
CONTRACT NUMBER:	
ITB/RFP NUMBER :	
PROJECT LOCATION:	

ANY CHANGE IN AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$

Date of Work	Description of Work	Current Amount Invoiced	IO Date	Amount
TOTALS				

Return Completed Form to:  
Contract Compliance Division, DeKalb County Purchasing and Contracting  
1300 Commerce Drive 2<sup>nd</sup> Floor, Decatur, Georgia 30030  
404-371-4795(phone) 404-371-2511 (fax)



**ATTACHMENT J****RESPONDER AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

---

 Responder's Name

---

 Federal Work Authorization  
Enrollment Date

---

 BY: Authorized Officer or Agent

---

 Title of Authorized Officer or Agent of Bidder

---

 Identification Number

---

 Printed Name of Authorized Officer or Agent

---

 Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

---

 Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT K**  
**FIRST SOURCE ORDINANCE ACKNOWLEDGEMENT**

## ATTACHMENT K



DeKalb Workforce Development  
*Where Workforce Comes Together*

### First Source Jobs Ordinance Acknowledgement

Contract No. \_\_\_\_\_

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

#### CONTRACTOR OR BENEFICIARY INFORMATION:

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?  
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_

Please return this form to Workforce Development, fax (404) 687-4099 or email to [dblake@dekalbcountyga.gov](mailto:dblake@dekalbcountyga.gov).

◆ (404) 687-3400 ◆ [www.dekalbworkforce.org](http://www.dekalbworkforce.org)  
DeKalb Workforce Development is a 501(c) 3 non - profit organization  
An Equal Opportunity Employer/Program

**PREFERRED EMPLOYEE TRACKING FORM****Name of Proposer:** \_\_\_\_\_**Address:** \_\_\_\_\_**Email:** \_\_\_\_\_**Phone Number:** \_\_\_\_\_**Fax Number:** \_\_\_\_\_

**Do you anticipate hiring from the Workforce Development Preferred Employee Candidate Registry: Yes or No (Circle which applies.)**

**If so, approximate number of employees you anticipate hiring:** \_\_\_\_\_

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring:

**ATTACHMENT M**

**SAMPLE COUNTY CONTRACT (WITH FEDERAL WORK AUTHORIZATION  
PROGRAM CONTRACTOR AND SUBCONTRACTOR EVIDENCE OF COMPLIANCE  
FORMS)**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **DEKALB COUNTY, GEORGIA**

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_ County, \_\_\_\_\_ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide \_\_\_\_\_ in DeKalb County, Georgia..

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

#### **ARTICLE I. CONTRACT TIME**

The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within \_\_\_\_\_ (\_\_\_\_) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

#### **ARTICLE II. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20\_\_\_\_, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

### **ARTICLE III. PAYMENT**

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \_\_\_\_\_(), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of nine (9) pages attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia  
Accounting Services  
Annex Building  
1300 Commerce Drive  
Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

DeKalb County, Georgia  
Attention: Information Technology  
120 W. Trinity Place, Room 308  
Decatur, Georgia 30030

C. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

Contract Compliance Division  
DeKalb County Purchasing & Contracting  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

#### **ARTICLE IV. SCOPE OF WORK**

The Contractor agrees to provide all \_\_\_\_\_ services in accordance with the County's Request for Proposals (RFP) No. \_\_\_\_\_ for \_\_\_\_\_, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

#### **ARTICLE V. GENERAL CONDITIONS**

A. **Accuracy of Work.** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work.** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents.** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that



the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Successors and Assigns.** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

E. **Reviews and Acceptance.** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

F. **Termination of Agreement.** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**G. Indemnification Agreement.** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnatee against claims, actions, or expenses based upon or arising out of the County Indemnatee’s sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any

individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Insurance.** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$500,000.
  - (e) Umbrella or Excess Insurance is acceptable to meet the minimum limits whenever there is an insurer licensed to do business in Georgia which is providing at least the first \$100,000 of primary coverage.
2. Certificates of Insurance must be executed in accordance with the following provisions:
  - (a) Certificates to contain policy number, policy limits, and policy expiration

date of all policies issued in accordance with this Agreement;

- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

**DeKalb County, Georgia  
Director of Purchasing & Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030**

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.
6. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insured's (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

8. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

I. **Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

J. **Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

K. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-

subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

L. **County Representative.** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

M. **Contractor's Status.** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

N. **Georgia Open Records Act.** Contractor will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

O. **First Source Jobs Ordinance and Preferred Employees.** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will

be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3400 or in person at 774 Jordan Lane, Decatur GA 30033

P. **Business License.** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement.** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

R. **Attachments and Appendices.** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment 1, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment 2, Contractor's Affidavit; Attachment 3, Subcontractor's Affidavit(s); Attachment 4, Sub-subcontractor's Affidavit(s); and Attachment 5, Certificate of Corporate Authority or Joint

Venture Certificate.

S. **Severability**. If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices**. Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Executive Officer  
Clark Harrison Center  
330 West Ponce de Leon Avenue  
6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to: Director of Purchasing and Contracting  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to: Director of the Finance Department  
1300 Commerce Drive  
Decatur, Georgia 30030



**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

U. **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions.** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
**by Dir.**(SEAL)  
LEE MAY  
Interim Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

\_\_\_\_\_  
BARBARA H. SANDERS, CCC  
Clerk of the Chief Executive Officer  
and Board of Commissioners of  
DeKalb County, Georgia

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

**ATTACHMENT 1**

**Contractor's Cost Proposal**

The County's Request  
for Proposals (RFP) No. 15-  
500344"

## **APPENDIX I**

“Excerpts from the  
Contractor’s Response to the  
County’s Request for Proposal  
(RFP) No. 15-500344”

## **APPENDIX II**

**ATTACHMENT 2**

**Contractor Affidavit under O.C.G.A. §13-10-91**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A.

§13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify,

or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required

by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Website Redesign and CMS Implementation Five Year Multi-Year Contract  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT 3**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A.

§ 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by

O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt

of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

Website Redesign and CMS Implementation Five Year Multi-Year Contract  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## ATTACHMENT 4

### Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

Website Redesign and CMS Implementation Five Year Multi-Year Contract

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_

Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



**ATTACHMENT 5**

**CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_ (hereinafter referred to as the “\_\_\_\_\_”), an \_\_\_\_\_ organized and incorporated to do business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

\_\_\_\_\_;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal; This  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Secretary)

## Attachment 6



### Office of Interim Chief Executive Officer

DeKalb County, Georgia

**Lee N. May**  
Interim CEO

#### **Executive Order No. 2014-4 New Ethics Policy**

**WHEREAS**, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

**WHEREAS**, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

**WHEREAS**, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

**WHEREAS**, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

**WHEREAS**, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

**WHEREAS**, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

**WHEREAS**, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

**NOW THEREFORE**, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

June 24, 2014

## **Section 1: Scope of this Order and Reminder of Existing Rules**

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").<sup>1</sup> CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

## **Section 2: New Ethical Rules for CEO Merit-Exempt Employees**

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. *Gifts*. A CEO merit-exempt employee may accept gifts<sup>2</sup> from an Interested Source<sup>3</sup>, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

<sup>1</sup>This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

<sup>2</sup>"Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.



per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals.* CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel.* CEO merit-exempt employees may accept "reasonable hosting expenses" from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County's contract or falls within the exception for gifts of travel to the County.
- c. *Tickets.* CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria.* CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. *Awards, other exceptions.* CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

### **Section 3: Chief Executive Officer**

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

<sup>3</sup> "Interested Source" means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).

Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

#### **Section 4: Training**

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

#### **Section 5: Contractors and CEO-sponsored events**

1. *Contractors.* To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order allow a gift, meal, travel expense, ticket or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
2. *CEO-sponsored events.* No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship<sup>4</sup> from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

#### **Section 6: Support of the Ethics Board of DeKalb County**

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

<sup>4</sup> A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.



- enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;
2. Meeting with and supporting the Ethics Board as necessary;
  3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
  4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
  5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
  6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
  7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
  8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
  9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
  10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

## **Section 7: Comprehensive and Updated Ethical Rules**

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

**Section 8: Compliance and Effective Date**

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this 25<sup>th</sup> OF June, 2014.

  
LEE N. MAY  
Interim Chief Executive Officer

ATTEST:

  
BARBARA H. SANDERS, CCC  
Clerk to the Chief Executive Officer  
and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.